

SERIAL 10133 C FROZEN FOODS (PERISHABLE & KOSHER)

DATE OF LAST REVISION: May 11, 2011

CONTRACT END DATE: May 31, 2014

CONTRACT PERIOD THROUGH MAY 31, 2014

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FROZEN FOODS (PERISHABLE & KOSHER)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 11, 2011**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

JM/mm
Attach

Copy to: Materials Management
 Sue Malinowsky, Sheriff's Office
 Barry Thiem, Sheriff's Office

(Please remove Serial 04189-C from your contract notebooks)

FROZEN FOODS (PERISHABLE & KOSHER)

1.0 INTENT:

The intent of this Solicitation is to establish a requirements contract for perishable food and pre-prepared frozen kosher lunch and supper meals. Maricopa County reserves the right to add suppliers/vendors to this agreement over its term. Any supplier/vendor subsequently added shall comply fully with the terms and conditions of this agreement. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.24 and 2.25, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Meat, Frozen (Shall Be Oven Ready OR Fully Cooked):

- 2.1.1 Turkey sausage patties, 1 or 2 oz patties, fully cooked 85/15% fat, IQF. Sodium not to exceed 250 mg per 1 oz portion
- 2.1.2 Turkey patties, 4 oz oven ready or 3 oz fully cooked, 85/15% fat, 100% lean turkey. Sodium content not to exceed 100 mg per 3 oz cooked serving.
- 2.1.3 Beef patties, 4 oz oven ready or 3 oz fully cooked 80/20% fat, 100% beef. Sodium content not to exceed 100 mg per 3 oz cooked serving.
- 2.1.4 Meatballs, ½ oz or 1 oz each, 80/20% fat, 100% beef, fully cooked, IQF. Sodium content not to exceed 100 mg per 1 oz meatball
- 2.1.5 Breaded chicken patties, 3 oz, IQF, fully cooked. No poultry skin or organ meat, breading not to exceed 30%. Sodium content not to exceed 400 mg per 3 oz patty.
- 2.1.6 Fish, 4 oz portions, whiting or Pollock, precooked, battered or breaded. Cut from block, skinless, boneless. Sodium content not to exceed 500 mg per 4 oz portion.

2.2 Eggs, Frozen. Scrambled Egg System Frozen Eggs in boilable plastic bags, 6/5 lb.

2.3 Juices, Frozen P/C (Shall be Pasteurized):

- 2.3.1 Cranberry Juice, 100% Juice, 48/4 oz
- 2.3.2 Grape Juice, 100% Juice, 48/4 oz
- 2.3.3 Orange Juice, 100% Juice, 48/4 oz

2.4 Vegetables, Frozen:

- 2.4.1 Broccoli, Cuts, 1/20#
- 2.4.2 Corn, Whole Grain, Yellow, 1/20#
- 2.4.3 Peas, Green, 1/20#

- 2.4.4 Green Beans, regular, 1/20#
- 2.4.5 Peas & Carrots, 1/20#
- 2.4.6 Mixed Vegetables, 1/20#
- 2.4.7 Collard Greens, 1/35 lb case
- 2.4.8 Mustard Greens, 1/35 lb case
- 2.4.9 Spinach, 1/35 lb case
- 2.5 Miscellaneous, Frozen:
 - 2.5.1 Waffles (Frozen Heat & Serve), 96/cs
 - 2.5.2 Margarine, Ready Cut, 90 per lb., 12 lb
- 2.6 American Pasteurized Processed Cheese ¾ oz individually wrapped; packaged on 30" cases.
- 2.7 Additional Requirements:
 - 2.7.1 All merchandise shall be the packer's first quality. No distress, damaged, or merchandise deemed unfit for use will ~~not~~ be accepted. Some items will be required to be palletized and shrink-wrapped. All products may be of the latest pack. *Goods ~~must be~~ inspected by U.S.D.A. **must be** grade specified.*
 - 2.7.2 Verification of grade and or pack shall be provided upon request. Swollen, rusted or dented cans are to be replaced at no charge or credited if the vendor is notified within three (3) months of delivery date. Products not covered by USDA grades are to be of the commercial quality. **Ingredient listing and standard nutritional panel shall be provided for all items.**
 - 2.7.3 These specifications are intended to serve as a uniform basis for the information of vendors when submitting prices and a standard for inspection when these products are received. Upon delivery, products not meeting these specifications will be returned at the vendor's expense. This emphasizes the importance of these specifications when submitting prices and completing orders. Maricopa County reserves the right to request case samples to determine the packaging, quality and acceptability of products bid. In some cases, brand names maybe listed to define quality, however, this should in no way be construed as to restrict bidding on products, which meet or exceed this minimum.
- 2.8 Kosher Foods:

All Kosher meals shall be prepared under strict Rabbinical supervision and bear the insignia designating them kosher and be absolutely free from any non-kosher substances. It is estimated that there is a need for approximately **1000** meals per month.

 - 2.8.1 The following examples are not all inclusive. Each meal should come as complete trays with a net weight of approximately 12-14 ounce servings. In addition vendors are encouraged to bid "or equal.":
 - 2.8.1.1 Brisket Of Beef w Brown Potatoes & Cut Green Beans
 - 2.8.1.2 Salisbury Steak w Diced Potato peas & Carrots
 - 2.8.1.3 Beef Goulash w Shell Pasta & Green Beans
 - 2.8.1.4 Spaghetti & Meatballs In Tomato Sauce w Broccoli

- 2.8.1.5 Beef Meatloaf w Mashed Potatoes, Carrots & String Beans
- 2.8.1.6 Pot Roast Of Beef w Mashed Potatoes & Green Beans
- 2.8.1.7 Chicken Cacciatore w Macaroni & Green Peas
- 2.8.1.8 Diced Chicken Chow Mein (Chinese Vegetables & Noodles)
- 2.8.1.9 Roast Chicken w Rice & Mushrooms & Carrots
- 2.8.1.10 Roast Turkey w Candied Sweet Potato & Broccoli
- 2.8.1.11 Filet OF Sole w Sweet Potatoes & Carrots
- 2.8.1.12 Filet Of Flounder In Tomato Sauce w Mashed Potato & Garden Vegetables
- 2.8.1.13 Manicotti w Broccoli & Green Beans
- 2.8.1.14 Stuffed Shells w Peas & Mushrooms
- 2.8.1.15 Breaded Vegetarian Cutlet w Mushroom Sauce Rice, Peas & Sliced Carrots

2.9 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.10 DELIVERY:

- 2.10.1 Supplies or equipment shall be delivered between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday, except on State recognized holidays
- 2.10.2 Delivery shall be F.O.B. Destination within five (5) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.11 EXPEDITED DELIVERY:

- 2.11.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.11.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.11.3 Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.12 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.12.1 Contract Serial number.
- 2.12.2 Contractor's name and address.

2.12.3 Using Agency name and address.

2.12.4 Using Agency purchase order number.

2.12.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.13 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
MCSO Food Services
3150 W. Lower Buckeye Road, Ste #A
Phoenix, Arizona 85009

2.14 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.15 ACCEPTANCE:

Upon delivery the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.16 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.17 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center(s) within the Phoenix, Arizona metropolitan area capable of providing the material(s) listed herein at the time of bid submission.

2.18 DISCONTINUED MATERIALS:

2.18.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.18.1.1 Documentation from the manufacturer that the material has been discontinued.

2.18.1.2 Documentation that names the replacement material.

2.18.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.18.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.18.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

- 2.18.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.19 WARRANTY:

- 2.19.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- 2.19.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.
- 2.19.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
- 2.19.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

2.20 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.21 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.22 INVOICES AND PAYMENTS:

- 2.22.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Total Amount Due

2.22.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.22.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.22.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.23 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.24 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.25 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) years.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary. Requests for adjustment in cost of labor and/or materials must be

supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 REQUIREMENTS CONTRACT:

3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.8 ORDERING AUTHORITY.

- 3.8.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.13 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15 SUBCONTRACTING:

3.15.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

- 3.24.1.1 Render a decision;
- 3.24.1.2 Notify the parties that the exhibits are available for retrieval; and
- 3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.
- 3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
 - 3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
 - 3.26.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and

shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

- 3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 **CONTRACTOR LICENSE REQUIREMENT:**

- 3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.28 **POST AWARD MEETING:**

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

GOOD SOURCE SOLUTIONS, 1525 FARADAY AVE SUITE 200, CARLSBAD, CA 92008

RESPONDENT NAME: MICHELE THURMAN

ADDRESS: GOOD SOURCE 1525 FARADAY AVENUE
CARLSBAD CA 92008

P.O. ADDRESS: _____

TELEPHONE NUMBER: 8008135124

FACSIMILE NUMBER: 8584351187

WEB SITE: WWW.GOODSOURCE.COM

REPRESENTATIVE: MICHELE THURMAN

REPRESENTATIVE E-MAIL: MTHURMAN@GOODSOURCE.COM

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

☒ ☐

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

☒ ☐

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

☐ ☒ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☒ NET 30 DAYS

☐ 2% 10 DAYS NET 30 DAYS

☐ 5% 30 DAYS NET 31 DAYS

MEAT FROZEN					
Title	Unit Price	Qty	UofM	Total Price	Description
BREAD FISH 3 OZ	\$1.22	2500	pound	\$3,050.00	BREADED FISH, 3 OZ PRECOOKED, SKINLESS, BONELESS
VEGETABLES, FROZEN					
Title	Unit Price	Qty	UofM	Total Price	Description
GREEN BEANS	\$0.59	87600	pound	\$51,684.00	GREEN BEANS REGULAR 1/20#
PEAS & CARROTS	\$0.53	87600	pound	\$46,428.00	PEAS & CARROTS 1/20#
MIXED VEGETABLES	\$0.49	87600	pound	\$42,924.00	FROZEN MIXED VEGETABLES 1/20#
KOSHER FOODS					
Title	Unit Price	Qty	UofM	Total Price	Description
BRISKET OF BEEF	\$4.06	1200	each	\$4,872.00	WITH BROWN POTATOES & CUT GREEN BEANS
FILET OF SOLE	\$4.06	1200	each	\$4,872.00	WITH SWEET POTATOES & CARROTS
FILET OF FLOUNDER	\$3.83	1200	each	\$4,596.00	IN TOMATO SAUCE W/MASHED POTATOES, GARDEN VEGETABLES

GOOD SOURCE SOLUTIONS, 1525 FARADAY AVE SUITE 200, CARLSBAD, CA 92008

MANICOTTI	\$3.87	1200	each	\$4,644.00	WITH BROCCOLI & GREEN BEANS
STUFFED SHELLS	\$3.79	1200	each	\$4,548.00	WITH PEAS & MUSHROOMS

PRICING SHEET: NIGP CODES: 3854201, 3859601, 3854701

Vendor Number: 2011000353 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2014.**

JNS FOODS LLC, 6635 W. COMMERCIAL BLVD, TAMARAC, FL 33319

RESPONDENT NAME: JNS Foods LLC

ADDRESS: 6635 W Commercial Blvd,
Suite 200, Tamarac, FL 33319

P.O. ADDRESS: _____

TELEPHONE NUMBER: 954-718-7958

FACSIMILE NUMBER: 954-718-8736

WEB SITE: www.jnsfoods.com

REPRESENTATIVE: Eliot Meiseles

REPRESENTATIVE E-MAIL: bids@jnsfoods.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

☒ ☐

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

☒ ☐

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

☐ ☒ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☒ NET 30 DAYS ☐ 2% 10 DAYS NET 30 DAYS ☐ 5% 30 DAYS NET 31 DAYS

MEAT FROZEN					
Title	Unit Price	Qty	UofM	Total Price	Description
TURKEY SAUSAGE PATTIES	\$1.145	8500	pound	\$9,732.50	FULLY COOKED 1 OZ PATTIES; MUST BE OVEN READY
MEATBALLS, 1 OZ EA	\$1.25	2500	pound	\$3,125.00	1 OZ MEATBALLS, 80/20% FAT 100% BEEF FULLY COOKED
BREADED CHICKEN PATTIES	\$1.19	2500	pound	\$2,975.00	BREADED CHICKEN PATTIES, 3 OZ FULLY COOKED
VEGETABLES, FROZEN					
Title	Unit Price	Qty	UofM	Total Price	Description
COLLARD GREENS	\$0.583	87600	pound	\$51,070.80	FROZEN COLLARD GREEENS 1/35#
MUSTARD GREENS	\$0.583	87600	pound	\$51,070.80	FROZEN MUSTARD GREENS, 1/35#
SPINACH	\$0.739	175200	pound	\$129,472.80	FROZEN SPINACH 1/35#

JNS FOODS LLC, 6635 W. COMMERCIAL BLVD, TAMARAC, FL 33319

CHEESE					
Title	Unit Price	Qty	UofM	Total Price	Description
AMERICAN PASTEURIZED PROCESSED CHEESE	\$0.97	19500	pound	\$18,915.00	AMERICAN PASTEURIZED 3/4 OZ INDIV WRAPPED PACKAGED 30 CASES
KOSHER FOODS					
Title	Unit Price	Qty	UofM	Total Price	Description
SALISBURY STEAK	\$3.28	1200	each	\$3,936.00	WITH DICED POTATO PEAS & CARROTS
SPAGHETTI & MEATBALLS	\$3.42	1200	each	\$4,104.00	IN TOMATO SAUCE W/BROCCOLI
BEEF MEATLOAF	\$3.21	1200	each	\$3,852.00	WITH MASHED POTATOES, CARROTS & STRING BEANS
CHICKEN CACCIATORE	\$3.35	1200	each	\$4,020.00	WITH MACARONI & GREEN PEAS
DICED CHICKEN CHOWMEIN	\$3.03	1200	each	\$3,636.00	CHINESE VEGETABLES & NOODLES
ROAST TURKEY	\$3.20	1200	each	\$3,840.00	WITH CANDIED SWEET POTATO & BROCCOLI
BREADED VEGETARIAN CUTLET	\$2.49	1200	each	\$2,988.00	WITH MUSHROOM SAUCE RICE, PEAS & SLICED CARROTS

PRICING SHEET: NIGP CODES: 3854201, 3859601, 3900701, 3854701

Vendor Number: 2011000354 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2014.**

KELLOGG SUPPLY INC., 405 N. 75TH AVE. BLDG. 2 STE. 144, PHOENIX, AZ 85043

RESPONDENT NAME: Kellogg Supply, Inc.

ADDRESS: 405 N. 75th Ave. Bldg. 2, Ste. 144
Phoenix, Arizona 85043

P.O. ADDRESS: N/A

TELEPHONE NUMBER: 623-936-6103

FACSIMILE NUMBER: 623-936-4022

WEB SITE: N/A

REPRESENTATIVE: Douglas Mahoney

REPRESENTATIVE E-MAIL: dmahoney@kelloggsupply.net

YES	NO	REBATE
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WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
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(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☒ NET 20 DAYS ☐ NET 90 DAYS ☐ 1% 30 DAYS NET 31 DAYS

MISCELLANEOUS, FROZEN							
Title	Unit Price	Qty	UofM	Total Price	Description		
WAFFLES	\$9.93	2400	case	\$23,832.00	FROZEN HEAT & SERVE 96/CS		

PRICING SHEET: NIGP CODE 3855601

Vendor Number: 2011000432 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2014.**

CSV SALES, 12396 WORLD TRADE DRIVE SUITE 106, SAN DIEGO, CA 92128

RESPONDENT NAME: National Food Group DBA CSV Sales
 ADDRESS: 12396 World Trade Drive Suite 106
San Diego, CA 92128
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: (858) 568-7023
 FACSIMILE NUMBER: (858) 613-3670
 WEB SITE: _____
 REPRESENTATIVE: Jennifer Klein
 REPRESENTATIVE E-MAIL: jklein@nationalfoodgroup.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

☒ ☐

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

☒ ☐

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

☐ ☒ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

☒ NET 30 DAYS ☐ 2% 10 DAYS NET 30 DAYS ☐ 5% 30 DAYS NET 31 DAYS

EGGS, FROZEN					
Title	Unit Price	Qty	UofM	Total Price	Description
SCRAMBLED EGG SYSTEM	\$1.06	5040	pound	\$5,342.40	FROZEN EGGS IN BOILABLE PLASTIC BAGS 6/5 LB
JUICES, FROZEN P/C					
Title	Unit Price	Qty	UofM	Total Price	Description
CRANBERRY JUICE	\$11.13	300	case	\$3,339.00	100% JUICE 48/4 OZ
GRAPE JUICE	\$12.25	300	case	\$3,675.00	100% JUICE 48/4 OZ
ORANGE JUICE	\$12.25	300	case	\$3,675.00	100% JUICE 48/4 OZ
VEGETABLES, FROZEN					
Title	Unit Price	Qty	UofM	Total Price	Description
BROCCOLI	\$0.42	87600	pound	\$36,792.00	FROZEN BROCCOLI CUTS 1/20#
PEAS, GREEN	\$0.39	87600	pound	\$34,164.00	FROZEN GREEN PEAS 1/20#

PRICING SHEET: NIGP CODES: 3853001, 3855401, 3859601

Vendor Number: 2011000351 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2014.**